

SECTION 105 CONTROL OF WORK

105.1-AUTHORITY OF THE ENGINEER:

The Engineer will decide all questions which may arise as to the quantity, quality, and acceptability of materials furnished and work performed, and as to the rate of progress of the work; all questions which may arise as to the interpretation of the Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The decision of the Engineer will be final.

The Engineer will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the employees or the general public, for failure to carry out orders, for such periods as the Engineer may deem necessary due to unsuitable weather, for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed to be in the public interest. All such suspension orders will be directed to the Contractor in writing.

The Engineer is not authorized to increase the obligation of the Division to any Contract except as provided.

105.2-PLANS AND WORKING DRAWINGS:

Approved Plans will show the location, profile, typical cross section, structures, except as specified, incidental items, and a summary of all items appearing in the Proposal. Any deviations which may be required by the exigencies of the construction will be determined by the Engineer and authorized by the Engineer in writing. The Contractor shall keep one set of approved Plans available on the work at all times.

Plans will show such details as are necessary to give a comprehensive idea of the construction contemplated. Any information which may be shown on drawings regarding results obtained from test piles or borings will be a record of conditions encountered at the place where such test piles were driven or borings were made, as nearly as these conditions could be interpreted by the Engineer observing the operations. The Contractor shall interpret the data in the light of their own experience. The Contractor is not bound to accept or rely on the data shown on the drawings, but may make such additional borings and investigations, including test piles, as the Contractor may desire in order to satisfy themselves concerning the lengths of piles and the conditions governing or entering into the construction of foundations.

The Plans will show the foundation depths and dimensions on which the estimate of quantities is based. These depths and foundation dimensions, however, are subject to such variations as may be necessary to secure a foundation satisfactory to the Engineer, and the right is expressly reserved to increase or diminish the dimensions and depths of the foundations as the Engineer may determine.

The Contractor shall submit to the Engineer for approval such additional

stress sheets, shop details, and other working drawings as may be required for the construction of any part of the work; and prior to the approval of such plans, any work done or materials ordered shall be at the Contractor's risk.

Working drawings for steel structures shall consist of shop detail, erection and other working plans, showing details, dimensions, sizes of material, and other information necessary for complete fabrication and erection of metal work. The Division will require shop lists for structural steel to be submitted in a format as set forth by the Engineer.

Working drawings for concrete structures shall consist of such detail plans as may reasonably be required for the successful prosecution of the work and which are not included in the Plans furnished by the Engineer. These may include plans for falsework, bracing, centering and formwork, masonry layout diagrams, and diagrams for bent reinforcement.

The Contractor shall furnish the Engineer copies of the working drawing as may be required for approval and for construction purposes and upon completion of the work, reproducible, full-size tracings of the original drawings shall be delivered to the Engineer. The size of the original drawings shall be 22 inches by 36 inches (A1 metric paper), including margins, unless otherwise permitted. The working drawings submitted for approval may be reduced.

It is expressly understood that the approval by the Engineer of the Contractor's working drawing relates to the requirements for strength and general arrangement, and such approval will not relieve the Contractor from responsibility for omissions, errors in dimensions, shop fits, field connections, etc., for quantity of materials, or from any of their responsibility under the Contract for the successful completion of the work.

The Contract price shall include the cost of furnishing all working drawings, and the Contractor will be allowed no extra compensation for such drawings.

It is the Contractor's responsibility to determine the exact location of each utility in project areas where these utilities would be interrupted or damaged by performing work. In the event of damage or disruption to utilities which are active and are to remain in service, the Contractor shall immediately notify the responsible official of the organization operating the utility that is interrupted.

The Contractor shall assume all costs, charges or claims connected with the interruption and repair of any utility damaged by the Contractor.

105.3-CONFORMITY WITH PLANS AND SPECIFICATIONS:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Should the Engineer determine the materials, or the finished product do not conform to the Specifications or the Plans, the Engineer will then make a determination if the work will be accepted and remain in place in accordance with 106.3.1 and 106.7. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an adjusted payment. All nonconforming material or construction judged to be inadequate

105.4

for the use intended shall be either reworked or removed and replaced at no expense to the Division.

Each supplemental agreement containing an adjusted price will also have added the sum of Two Hundred Dollars to each adjusted price, for the Divisions administration costs, to be deducted from monies due the Contractor.

105.4-COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS:

These Specifications, the Supplemental Specifications, the Plans, Special provisions, and all Supplementary Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Supplemental Specifications will govern over Specifications; Plans will govern over Specifications and Supplemental Specifications; Special Provisions will govern over Specifications, Supplemental Specifications and Plans. When the plans provide that new work is to connect with existing structures, the Contractor must verify all dimensions with the Engineer before proceeding with the work.

The specifications, Supplemental specifications, and Special provisions are in dual units. The first Primary unit is in English with the Metric unit following in parentheses "()". The Metric values are considered replacements for the English units and they are not conversions.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

105.5-COOPERATION BY CONTRACTOR:

The Contractor will be furnished a maximum of three complete sets of plan and profile sheets and three complete sets of cross sections upon request, without charge. Additional copies may be obtained upon payment of \$10.00 per set of plan and profile sheets and \$50.00 per set of cross sections. The Contractor shall maintain on the Project at all times one complete set of Plans, Specifications, and Special Provisions.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, their inspectors, other Contractors, and utilities in every way possible.

The Contractor shall have on the work at all times, as an agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or an authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such

materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

The Contractor shall furnish to the Engineer a list of addresses and telephone numbers of their personnel who may be reached in case of emergency during hours when no work is to be performed. On weekends, holidays, during suspensions of work, and during storms the Contractor shall alert certain of their personnel to stand by and shall inform the Engineer of arrangements so made.

The Contractor shall provide all reasonable facilities and furnish the Division the information, assistance and samples required by the Engineer and Inspector for proper inspecting or testing of materials and workmanship.

On some contracts it may be necessary, to insure proper coordination between the work of the Contractor and the work of various utilities, to hold a pre-construction utility meeting. The Division will arrange for the affected utilities to be present. The Contractor or their representative, authorized to make decisions for them in regard to the scheduling of the proposed work, is required to attend the meeting. A report of the pre-construction utility meeting will be prepared and distributed by the Engineer to all represented at the meeting.

105.6-COOPERATION WITH UTILITIES:

The Division will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, sewers, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the Special Provisions or as noted on the Plans.

Should the Contractor desire temporary changes of location for their convenience of any utility appurtenances, the Contractor shall satisfy the Division that the proposed relocation does not interfere with its or other Contractors' operations or the requirements of the work and does not cause an obstruction or a hazard to traffic. The Contractor shall make their own request to the utility or other parties affected by such relocation work. Such relocation work shall be made solely at the Contractor's expense.

Any work done under or within the right-of-way of a railroad shall be under the supervision and control of the Chief Engineer, or other designated officer, of the railroad to the extent necessary in the judgment of the Chief Engineer, or other designated officer, to insure safe and uninterrupted operation of its trains and the convenient conduct of its business. Any additional conditions or requirements for doing work within the railroad right-of-way will be set forth in the Contract.

In general, it is to be understood that the Contractor has considered in their

105.7

bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the Plans, and that no additional compensation will be made by the State for any delays, inconvenience, or damage sustained by them due to interference from the utility appurtenances or the operation of moving them. The locations of the underground utilities shown on the Plans have been obtained by diligent field checks and searches of available records. It is believed that they are essentially correct, but the Division makes no guarantees as to their exact locations.

It is the Contractor's responsibility to determine the exact location of each utility in project areas where these utilities would be interrupted or damaged by performing work. In the event of damage or disruption to utilities which are active and are to remain in service, the Contractor shall immediately notify the responsible official of the organization operating the utility that is interrupted.

The Contractor shall assume all costs, charges or claims connected with the interruption and repair of any utility damaged by the Contractor.

105.7-COOPERATION BETWEEN CONTRACTORS:

The Division reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

When separate Contracts are let within the limits of any one project, each Contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their Contract and shall protect and save harmless the Division from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by them because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

In the event the Engineer finds further coordination effort is necessary, the Engineer shall call a meeting of the Contractors involved. After the meeting has been held, the Engineer may notify the Contractors of the action required of each and the Engineer's decision shall be final.

105.8-CONSTRUCTION STAKES, LINES AND GRADES:

Except when "Construction Layout Stakes", is included in the Contract, the Engineer will set construction stakes establishing lines, slopes and continuous profile-grade, together with necessary reference stakes and bench marks. The Engineer will set sufficient right-of-way stakes to define the right-of-way limits. The Engineer will set stakes to mark centerline and establish bench marks for bridges and special structures as may be considered necessary.

The stakes and marks in the paragraph above shall constitute field control by and in accordance with which the Contractor shall establish all additional stakes and marks necessary to secure a correct layout of all the work. All stakes, except those set by the Engineer, shall be furnished by the Contractor.

The Contractor shall not engage the services of any person or person in the employ of the Division for the performance of any of the Contractor's layout work.

The Contractor shall be responsible for having the finished work in reasonably close conformity with the lines, grades, elevations, and dimensions called for on the Plans or established by the Engineer. The Contractor shall be held responsible for the preservation of stakes, marks, and references, and shall have them reset at the Contractor's expense when they are damaged, lost, displaced, or removed.

105.9-AUTHORITY AND DUTIES OF THE PROJECT ENGINEER OR PROJECT SUPERVISOR:

The project Engineer or Supervisor has immediate charge of the engineering details of each construction project. The Engineer or Supervisor are responsible for the administration and satisfactory completion of the project.

The Project Engineer or Supervisor has the authority to reject defective material and to suspend any work that is being improperly performed.

The Project Engineer or Supervisor will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the employees or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as they may deem necessary due to unsuitable weather. All such suspension orders will be directed to the Contractor in writing. The suspension of the work for the above reasons does no relieve the Contractor of their responsibility according to [107.16](#).

105.10-AUTHORITY AND DUTIES OF THE INSPECTOR:

Inspectors employed by the Division will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract. The Inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract. The Inspector is authorized to reject materials which do not meet specification requirements or suspend the portion of the work involved until any question at issue can be referred to the Project Engineer or Project Supervisor. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications. The Inspector shall not act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter.

105.11

105.11-INSPECTION OF WORK AND MATERIALS:

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer or an representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

At the Engineer's request, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized Division representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective material or work shall not in any way prevent later rejection when such defects are discovered, nor obligate the Division to final acceptance.

When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of the work covered by this Contract, its respective representatives shall have the right to inspect the work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation a party to this Contract, and shall in no way interfere with the rights of either party hereunder.

105.12-REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

Except as provided in [105.3](#), all work which does not conform to the requirements of the Contract will be considered as unacceptable work.

Unaccepted work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

Unacceptable material shall be removed from the job site.

No work shall be done without lines and grades having been given or approved by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans, or as given, except as specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of this Subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed, and to deduct the

costs from any monies due or to become due the Contractor.

105.13-LOAD RESTRICTIONS:

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. A special permit will not relieve the Contractor of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period.

In no case shall legal load limits be exceeded unless permitted in writing. The Contractor shall be responsible for all damage done by their own equipment.

105.14-MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the work during construction and until the project is accepted except as otherwise provided in 105.16.1. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway and structures are kept in satisfactory condition at all times.

In the case of a Contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items, and the Contractor will not be paid an additional amount for such work except as otherwise provided in 104.5.

105.15-FAILURE TO MAINTAIN ROADWAY OR STRUCTURE:

If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance.

If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project, and the entire cost of maintenance will be deducted from monies due or to become due the Contractor on their Contract.

105.16-ACCEPTANCE:

105.16.1-Partial Acceptance: If at any time during the prosecution of the project, the Contractor completes a unit or portion of the project, such as a structure, an interchange, or a section of road or pavement, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been completed in compliance with the Contract, the Engineer may accept that unit as being completed and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

105.16.2

105.16.2-Final Acceptance: Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction and other contractual requirements provided for and contemplated by the Contract is found completed to satisfaction, that inspection will constitute the final inspection. The Engineer will make the final acceptance and notify the Contractor in writing of this acceptance. Final acceptance will be the date the Contract Completion Report is fully executed by the Division.

If, however, the inspection discloses any work, in whole in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instruction for correction of same in writing, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which will constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance. Final acceptance will be the date the Contract Completion Report is fully executed by the Division.

105.17-CLAIMS FOR ADJUSTMENT AND DISPUTES:

If additional compensation is considered due for work or material not covered in the Contract, written notification of the intent to make a claim under Subsection 104.9, shall be given to the Engineer before beginning or continuing the affected work.

The Engineer will respond as described under Subsection 104.9 following notification. The Contractor shall provide necessary cooperation and information to the Engineer during the period of notification, review, and evaluation to provide possible resolution of the Contract question and avoid, if possible, further claim process actions.

If notification is not given, or the Contractor does not afford the Engineer proper facilities for keeping strict account of actual costs, the Contractor waives any claim for additional compensation. Notice by the Contractor, and the fact that the Engineer has kept account of the costs shall not be construed as substantiating the validity of the claim. An equitable adjustment will be made to the Contract if the claim is found to have merit.

- A. Claim submittals shall be in sufficient detail to enable the Engineer to determine the basis for entitlement and the resulting costs. The following information if available, should accompany each claim submitted:
 - 1. Detailed factual statement of the claim providing all necessary dates locations, and items of work affected by the claim.
 - 2. The date actions resulting in the claim occurred or conditions resulting in the claim became evident.

3. A copy of the "Notice of Potential Claim" Form (available from the Division), filed by the Contractor for the specific claim.
 4. The name, title, and activity of each Department employee knowledgeable.
 5. The name, title, and activity of each Contractor employee knowledgeable about the facts that gave rise to such claim.
 6. The specific provisions of the Contract that support the claim, and a statement why the provisions support the claim.
 7. The identification of any pertinent documents, and the substance of any material communications relating to the claim.
 8. A statement whether the additional compensation or extension of time is based on the provisions of the Contract or an alleged breach of Contract.
 9. If an extension of time is also sought, the specific days for which it is sought and the basis for such claim as determined by an analysis of the construction schedule.
 10. The amount of additional compensation sought and a breakdown of that amount.
- B. Required Certification of Claims. The claim submittal shall include the Contractor's written certification, under oath, attesting to the following:
1. The claim is made in good faith.
 2. Supportive data is accurate and compete to the Contractor's best knowledge and belief.
 3. The amount of the claim accurately reflects the Contractor's actual cost incurred.

In complying with this requirement, the Contractor shall use the following certification:

105.17

Under penalty of law for perjury or falsification, the undersigned _____ (Company), hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties this _____ day of _____, _____.

_____(Company)

By _____

Its

ATTEST:

By _____

Its _____

C. Review of Claims. All claims filed will be subject to review by the Division at any time following the claim filing, whether or not the claim is part of a suit pending in the courts of this State. The review may begin upon submission. The Contractor, Subcontractor(s), or Supplier(s) shall cooperate with the Division and shall, at a minimum, provide access to the following documents of the Contractor, Subcontractor(s), its/their subsidiaries, separate divisions and affiliates if said documents are available:

1. Daily time sheets and foreman's daily reports.
2. Union agreements if any.
3. Insurance, welfare, and benefits records.
4. Payroll register.
5. Earnings records.

6. Payroll tax returns.
7. Material invoices, purchases orders, and all material and supply Acquisition Contracts.
8. Material cost distribution worksheets.
9. Equipment records (list of company equipment, rates, etc.).
10. Vendor rental agreements and subcontractor invoices.
11. Subcontractor payment certificates.
12. Canceled checks (payroll and vendors).
13. Job cost report.
14. Job payroll ledger.
15. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
16. Cash disbursements journal.
17. Depreciation records on all company equipment.
18. All other documents used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment.
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
20. Worksheets used to prepare the claim, establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish the time periods, individuals involved, the hours and the rates for the individuals.